

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kramer Consumer Healthcare, Inc.		09/10/2021	Corporation:
Kramer Laboratories, Inc.		09/10/2021	Corporation:
Naturelo Premium Supplements LLC		09/10/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Churchill Agency Services LLC, as Collateral Agent		
Street Address:	430 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4871853	CLEARGUARD	
Registration Number:	1382023	FUNGI-NAIL	
Registration Number:	4464693	FUNGI-NAIL TOE & FOOT	
Registration Number:	4419895	HC MAX HONGO CURA	
Registration Number:	340742	KAOPECTATE	
Registration Number:	4104075	KRAMER CONSUMER HEALTHCARE A DIVISION OF	
Registration Number:	1278609	NIZORAL	
Registration Number:	2347521	NIZORAL A-D	
Registration Number:	6075874	OPTI-NAIL	
Registration Number:	2392138		
Registration Number:	3073665	SAFE TUSSIN	
Registration Number:	3068103	SAFETUSSIN	
Registration Number:	3815929	THE FUNGUS EXPERTS	
Registration Number:	4441277	TOE & FOOT	
Registration Number:	5813086	FROM NATURE WITH LOVE	
Registration Number:	5122476	NATURELO	

CH \$440.00 4871853

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90487672	NATURELO PREMIUM SUPPLEMENTS

CORRESPONDENCE DATA

Fax Number: 2149813400

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2021 McKinney Ave., Suite 2000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	96939-30710
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/14/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 10, 2021 (this "Trademark Security Agreement"), is made by each of the Grantors party hereto from time to time, in favor of Churchill Agency Services LLC ("Churchill"), as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties, including the lenders, banks and other financial institutions or entities from time to time parties to the Credit Agreement as Lenders (the "Lenders"), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Iaso Parent, Inc., as Delaware corporation ("Holdings"), Grass Merger Sub, Inc., a Delaware corporation, and after giving effect to the Merger, ACP Tara Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders and Churchill, as administrative agent and Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 10, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Churchill, as administrative agent and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors are party to that certain Guarantee and Collateral Agreement, dated as of September 10, 2021, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which each Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Trademark Security Agreement, in order to record the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in

all of its right, title and interest in, to and under the following (collectively, the “Trademark Collateral”):

- a. all of its U.S. Trademarks, including, without limitation, those referred to on Schedule I hereto;
- b. all renewals and extensions of the foregoing;
- c. all goodwill of the business connected with the use of, and symbolized by, each of the foregoing;
- d. all rights to sue or otherwise recover at law or in equity for any past, present or future infringement, dilution or other violation or impairment thereof; and
- e. all income, royalties, proceeds, damages and liabilities at any time due or payable or asserted under and with respect to any of the foregoing.

Notwithstanding anything contained herein, the foregoing grant of security interest shall not apply to any United States “intent to use” Trademark applications for which a statement of use or affidavit of use has not been filed with and accepted by the United States Patent and Trademark Office (but only until such statement or affidavit is filed and accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The exchange of copies of this Trademark Security Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Trademark Security Agreement as to the parties hereto and may be used in lieu of the original Trademark Security Agreement and signature pages for all purposes.

Section 5. Successors and Assigns. The provisions of this Trademark Security Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of page intentionally blank; signature page follows -


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Grantors:

KRAMER CONSUMER HEALTHCARE, INC.

KRAMER LABORATORIES, INC.

NATURELO PREMIUM SUPPLEMENTS LLC

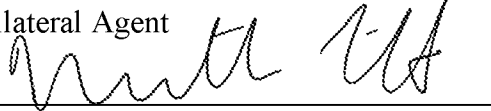
By: 
Name: Michael DeBiasi
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007421 FRAME: 0367

ACCEPTED AND AGREED as of the date
first above written:

CHURCHILL AGENCY SERVICES LLC,
as Collateral Agent




By: 



Name:

Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

TRADEMARK	APPL. NO. FILING DATE	REG. NO REG. DATE	OWNER / GRANTOR
CLEARGUARD	86458886 11/19/2014	4,871,853 12/15/2015	Kramer Laboratories, Inc.
FUNGI-NAIL	73545330 6/27/1985	1,382,023 2/11/1986	Kramer Laboratories, Inc.
FUNGI-NAIL TOE & FOOT	85741070 9/28/2012	4,464,693 1/14/2014	Kramer Laboratories, Inc.
HC MAX HONGO CURA & Design 	85801251 12/18/2019	4,419,895 10/15/2013	Kramer Laboratories, Inc.
KAOPECTATE	71379981 6/19/1936	340,742 11/17/1936	Kramer Consumer Healthcare, Inc.
KRAMER CONSUMER HEALTHCARE A DIVISION OF KRAMER LABORATORIES, INC. & Design 	85163383 10/28/2010	4,104,075 2/28/2012	Kramer Laboratories, Inc.
NIZORAL	73388680 9/24/1982	1,278,609 5/22/1984	Kramer Consumer Healthcare, Inc.
NIZORAL A-D (Stylized) 	75369915 10/8/1997	2,347,521 5/2/2000	Kramer Consumer Healthcare, Inc.
OPTI-NAIL	88254008 1/8/2019	6075874 6/9/2020	Kramer Laboratories, Inc.

TRADEMARK	APPL. NO. FILING DATE	REG. NO. REG. DATE	OWNER / GRANTOR
Raindrop Logo 	75570518 10/14/1998	2,392,138 10/3/2000	Kramer Consumer Healthcare, Inc.
SAFE TUSSIN	78697623 8/22/2005	3,073,665 3/28/2006	Kramer Laboratories, Inc.
SAFETUSSIN	78592800 3/22/2005	3,068,103 3/14/2006	Kramer Laboratories, Inc.
THE FUNGUS EXPERTS (Supplemental Register)	77811891 8/25/2009	3,815,929 7/6/2010	Kramer Laboratories, Inc.
TOE & FOOT Stylized TOE & FOOT	85740199 9/27/2012	4,441,277 11/26/2013	Kramer Laboratories, Inc.
FROM NATURE WITH LOVE	88255642 1/09/2019	5,813,086 7/23/2019	Naturelo Premium Supplements LLC
NATURELO	87037419 5/15/2016	5,122,476 1/17/2017	Naturelo Premium Supplements LLC
	90487672 1/25/2021 (Pending)	—	Naturelo Premium Supplements LLC